

Appln. No.: 10/635,791
Amdt. Dated: November 7, 2005
Reply to Office Action of October 4, 2005

REMARKS

Claims 8-24 and 31-34 remain in the subject application with claims 8 and 34 in independent form. Claims 8 and 20 have been amended and claims 1-7 and 25-30 have been cancelled without prejudice. Claims 32-34 have been newly added and it is believed that no fees are due for these additional claims. There is full support throughout the specification as originally filed for these amendments and new claims. Therefore, it is believed that no new matter has been introduced.

Claims 8-9 stand rejected under 35 U.S.C. §102(b) as being anticipated by Yamada (United States Patent No. 5,981,361) and as being anticipated by Inoue et al. (United States Patent No. 5,423,931). Claims 10 and 20-23 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Yamada or Inoue et al.

Applicant has amended claim 8 to more clearly define the subject invention. Specifically, claim 8 has been amended to recite an adhesive work holding system for securing a workpiece for manufacturing comprising a fixture for holding a workpiece adjacent thereto, a radiation transmittive fixing surface, and a radiant energy delivery system. The radiation transmittive fixing surface receives an adhesive and a gap is defined between the fixture and the workpiece such that the radiation transmittive fixing surface supports the workpiece on the fixture for allowing work to be performed on the workpiece. The radiant energy delivery system is capable of emitting radiant energy and is located adjacent to and in optical communication with the radiation transmittive fixing surface. The radiation transmittive fixing surface is capable of transmitting the radiant energy emitted by the radiant energy delivery system.

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Neither Yamada or Inoue et al. disclose each and every feature of claim 8 as amended. Yamada does not disclose a radiation transmittive fixing surface receiving an adhesive to define a gap between the fixture and the workpiece for performing work on the workpiece. Likewise, Inoue does not disclose a radiation transmittive fixing surface receiving an adhesive to define a gap between the fixture and the workpiece for performing work on the workpiece. Since each and every feature of claim 8 is not disclosed, expressly or inherently, by any of the cited references, the §102 rejection is believed to be overcome and claim 8 is believed to be allowable. Claims 9-24 and 31-33, which depend directly or indirectly from claim 8, are also believed to be allowable.

Referring to independent claim 34, claim 34 recites an adhesive work holding system for securing a workpiece for manufacturing comprising a fixture, a radiation transmittive fixing surface supporting a workpiece on the fixture for allowing work to be performed on the workpiece, a radiant energy delivery system. The radiant energy delivery system comprises a radiant energy source and a network of optical channels being capable of emitting radiant energy. The radiant energy delivery system is located adjacent to and in optical communication with the radiation transmittive fixing surface via the optical channels and the radiation transmittive fixing surface is capable of transmitting the radiant energy emitted by the radiant energy delivery system.

Note that claim 34 incorporates the previously objected to claim 12. The Examiner indicated that claim 12 would be allowable if rewritten as an independent claim including the limitations of the base claim. Therefore, claim 34 is believed to be allowable.

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Accordingly, it is respectfully submitted that the Application, as amended, is now presented in condition for allowance, which allowance is respectfully solicited. Applicant believes that no fees are due, however, if any become required, the Commissioner is hereby authorized to charge any additional fees or credit any overpayments to Deposit Account 08-2789.

Respectfully submitted

HOWARD & HOWARD ATTORNEYS, P.C.

10/7/2005

Date



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